

REMARKS

Reconsideration of the application is requested.

Claims 1-5 and 7-15 remain in the application. Claims 1-5 and 7-15 are subject to examination. Claims 1, 7, and 11 have been amended. Claim 6 has been canceled to facilitate prosecution of the instant application.

Under the heading "Claim Rejections – 35 USC § 103" on page 3 of the above-identified Office Action, claims 1-15 have been rejected as being obvious over U.S. Patent No. 6,711,689 B2 to Lumme et al. in view of U.S. Patent No. 7,308,491 to Gosewehr under 35 U.S.C. § 103.

Claims 1 and 11 have been amended to better define the invention. Support for the changes can be found by referring to canceled claim 6, and to the specification at page 5, lines 7-18 and at page 6, lines 15-16, for example. Claim 7 has been amended to be consistent with claim 1.

Claim 1 includes steps of:

sending the data base including the portion of the database that is encrypted to a vendor located outside the telecommunications service provider; and

upgrading a portion of the database including upgradeable control data for controlling the switch, which is within the switching center of the telecommunications service provider, by the vendor while preventing the vendor from decrypting the portion of the database including the intercept related data without authorization from the telecommunications service provider.

Neither Lumme et al. nor Gosewehr teach or suggest sending the database of the switch to a vendor, nor do they teach or suggest enabling the vendor to upgrade the software while being prevented from decrypting data. Gosewehr teaches that a system manager node 1 may automatically designate a target application node to be upgraded or that maintenance personnel may manually designate a target application node to be upgraded, presumably under the control of the system manager node (column 11, lines 15-18). Gosewehr teaches that after the target application node is designated, the upgraded software is installed (column 11, lines 38-40). It should be clear that the telecommunication service provider is performing the upgrade. There is no teaching or suggestion that a vendor is involved in performing the upgrade. Therefore, even if one of ordinary skill in the art did combine the teachings of Lumme et al. and Gosewehr, the invention as defined by claim 1 would not have been suggested.

Additionally, since the telecommunication service provider is performing the upgrade in Gosewehr, and since the network provider is performing the

encryption in Lumme et al., it should be clear that the prior art teaches that the entity performing the upgrade does have access to the encrypted data. In contrast, claim 1 specifies that the entity performing the upgrade, namely the vendor, does not have access to the encrypted data. Similarly, claim 11 specifies that the control data is upgradeable by a vendor without allowing the vendor to access the intercept related data.

It is accordingly believed to be clear that none of the references, whether taken alone or in any combination, either show or suggest the features of claims 1 or 11. Claims 1 and 11 are, therefore, believed to be patentable over the art. The dependent claims are believed to be patentable as well because they all are ultimately dependent on claim 1 or claim 11.

In view of the foregoing, reconsideration and allowance of claims 1-5 and 7-15 are solicited.

In the event the Examiner should still find any of the claims to be unpatentable, counsel would appreciate receiving a telephone call so that, if possible, patentable language can be worked out.

Please charge any fees that might be due with respect to Sections 1.16 and 1.17 to the Deposit Account of Lerner Greenberg Sterner LLP, No. 12-1099.

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Respectfully submitted,

/Laurence A. Greenberg/
Laurence A. Greenberg
(Reg. No. 29308)

MPW:cgm

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Lerner Greenberg Sterner LLP
P.O. Box 2480
Hollywood, Florida 33022-2480
Tel.: (954) 925-1100
Fax: (954) 925-1101